

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

American Federation of State, County,
and Municipal Employees, Council 5,

Court File No. 62-CV-17-1917
Case Type: Other

Plaintiff,

AMENDED COMPLAINT

v.

Ramsey County,

Defendant.

Plaintiff, by its attorneys, Gregg M. Corwin and Associate Law Office, P.C., brings this action against Defendant Ramsey County for damages and other legal and equitable relief, stating the following as its claims against Defendant:

PARTIES

1. Plaintiff, the American Federation of State, County, and Municipal Employees, Council 5 ("Plaintiff" or "AFSCME") is an employee organization, as defined in Minn. Stat. § 179A.03, subd. 6, and the exclusive representative, as that term is defined in Minn. Stat. § 179A.03, subd. 8, of collective bargaining units of employees employed by Ramsey County Community Human Services Department and Ramsey County Community Corrections. These employees are members of AFSCME Local 151, and AFSCME Local 8, subordinate bodies of AFSCME Council 5 ("AFSCME").

2. The bargaining unit members represented by AFSCME and employed by Defendant are public employees, as defined in Minn. Stat. § 179A.03, subd. 15. Defendant Ramsey County operates its Human Services Department, and Ramsey County Community Corrections. Defendant is a public employer as defined in Minn. Stat. § 179A.03, subd. 15.

3. The work performed by employees represented by AFSCME was performed in Ramsey County, Minnesota.

FACTS

Prior Lawsuit and Settlement Agreement

4. On February 16, 2016, AFSCME filed a lawsuit against Ramsey County, Civil File No. 62-CV-15-7062, alleging unfair labor practices in the Ramsey County Human Services Department. Specifically, AFSCME alleged the following violations of Minnesota Statutes section 179A.13: interfering with employee rights; and, interfering with union access.

5. In June, 2016, AFSCME and Ramsey County executed a settlement agreement in the above-referenced matter. This settlement agreement is incorporated by reference and attached to this complaint as Exhibit A. In the settlement agreement, Ramsey County agreed that it would not: dominate or interfere with the formation, existence, or administration of AFSCME; or, restrain or coerce bargaining unit members in the exercise of rights provided for in the Public Employment Labor Relations Act, Minnesota Statutes section 179A.01 *et. seq.* (“PELRA”).

November, 2016 Training

6. In November, 2016, Ramsey County held a training for Sexually Exploited Youth (“SEY”) at the Metro Square Building in Saint Paul, Minnesota. Present at the meeting were AFSCME bargaining unit members from the Ramsey County Social Services Department.

7. At the afore-mentioned November, 2016 meeting, Womazetta Jones, Director of Social Services, spoke on the issue of Ramsey County’s SEY initiatives. During this speech, Ms. Jones systematically disparaged Ramsey County’s Child Protection staff, blamed them for racial disparities in out of home placements, and concluded her commentary with the following statement, “Don’t email me about these things and don’t go talking to the Union. If you have something to say to me, meet me in the back of the room,” or words to that effect.

8. The afore-mentioned meeting was video recorded.

9. In December, 2016, AFSCME submitted an information request for the afore-mentioned video recording. AFSCME representatives viewed the afore-mentioned video recording on January 4, 2017.

10. In January, 2017, AFSCME representatives asked Ryan O’Connor, the Deputy County Manager (“DCM”), and Julie Klienschmidt, the County Manager (“CM”) about Ms. Jones’ comments on the afore-

mentioned video recording. Both the DCM and CM replied that Ms. Jones had been joking, or words to that effect.

11. Upon information and belief, Ms. Jones' comment at the November, 2016 SEY training was calculated to intimidate bargaining unit members and to prevent and restrain them from exercising their rights under PELRA.

February, 2017 Disciplinary Meeting

12. On February 7, 2017, at 3:30 p.m., Margaret Berger, Steward for AFSCME Local 151, received a call from a bargaining unit member stating that her supervisor, Brian Magruder, notified her that she is required to attend a meeting with him and another manager, Gayle Kittleson at 4:00 p.m. that day.

13. Ms. Berger recently attended an investigation with the afore-mentioned member in the weeks prior to February 7, 2017 requested meeting. At that investigation, Ms. Berger notified the supervisor present that she is to be notified of any further investigations or related meetings as she is the steward of record in the matter. The member confirmed this agreement.

14. Ms. Berger was off work on the afternoon of February 7, 2017 when she received the call from the bargaining unit member concerning the afore-mentioned meeting.

15. Immediately after receiving the call concerning the afore-mentioned meeting, Ms. Berger called either Mr. Magruder or Ms. Kittleson that the meeting could not happen as she was unavailable to attend and that thirty (30) minutes is insufficient notice for steward presence at the meeting.

16. On February 7, 2017, at or around 4:00 p.m., Mr. Magruder notified the afore-mentioned member that she needed to find another steward to come to the above meeting. The member then notified Mr. Magruder that her steward of record, Ms. Berger was unavailable. Mr. Magruder then asked the member if she was refusing to meet, or words to that effect.

17. On February 7, 2017, Ms. Berger called Mr. Magruder. In that call, Ms. Berger again notified Mr. Magruder that she is the steward of record in the matter, that thirty (30) minutes is insufficient notice for her to attend the meeting, that she was unavailable to attend the meeting, and offered to meet the next morning, February 8, 2017, at 8:00 a.m. or 9:00 a.m.

18. After a grievance meeting on February 8, 2017, Ms. Berger spoke with Stephani Gunter, Human Resources Generalist regarding the meeting proposed for the day before. During this discussion, Ms. Gunter stated that she was told that the member was delaying the meeting and the union refused to meet, or words to that effect.

19. The rescheduled meeting occurred on February 9, 2017, in which the member received discipline.

20. On or around February 27, 2017, AFSCME had a meeting with Ramsey County Human Resources Director, Gail Blackstone, and Ryan O'Connor, DCM, regarding the above-referenced issues. At this meeting, AFSCME representative Jeff Dains offered Ms. Blackstone a copy of the June, 2016 settlement agreement between AFSCME and Ramsey County. Ms. Blackstone indicated that she had not seen the above-referenced settlement agreement and was unaware of its contents, or words to that effect.

21. Upon information and belief, Defendant's refusal to schedule a disciplinary meeting so that the designated union steward could be present, asking if the member in question was refusing to attend said meeting, and characterization of this issue as the member delaying the meeting and the union refusing to meet was calculated to intimidate bargaining unit members and to prevent and restrain them from exercising their rights under PELRA.

Ramsey County Community Corrections

22. On or around January 20, 2017, AFSCME bargaining unit member nurses had a union meeting at approximately 1:00 p.m. at a Ramsey County Community Corrections facility. The bargaining unit members attending the meeting did so on their lunch break. After this meeting, management called an investigatory meeting to be held on February 7, 2017 at the same location regarding, "staffing for the nursing unit was below acceptable level on 1/20/17 at 1pm." At the management investigatory meeting, management called for an investigation into bargaining unit member union activity. As part of that investigation, AFSCME bargaining unit members were interrogated about whether they were at a union meeting during their lunch time and who was present at said meeting.

23. Upon information and belief, Defendant's practice of closely monitoring the time spent in union activities is calculated to intimidate bargaining unit members and to prevent and restrain them from exercising their rights under PELRA.

COUNT I

VIOLATION OF MINN. STAT. § 179A.13 (Interfering with Employee Rights)

24. By reference hereto, Plaintiff incorporates the foregoing paragraphs.

25. Public employers, their agents, and representatives are prohibited from "interfering, restraining, or coercing employees in the exercise of the rights guaranteed" under PELRA. Minn. Stat. § 179A.13, subd. 2 (1).

26. Public employees have the right to form, assist, and join labor organizations. Minn. Stat. § 179A.06.

27. By its agent's November, 2016 SEY training statement quoted in Paragraph 7 of this complaint, Defendant interfered, restrained, or coerced in AFSCME members' exercise of their statutorily protected rights to form or assist a labor organization, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

28. By its refusal to schedule a the February, 2017 disciplinary hearing so that the designated union steward could attend, asking if the member in question was refusing to attend said meeting, stating that the member must find a different steward to attend said meeting, and characterization of member and union activities in relation to the meeting as member delay and union refusal to meet, Defendant interfered, restrained, or coerced AFSCME members' exercise of their statutorily protected rights to form or assist a labor organization, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

29. By its February, 2017 investigation into AFSCME bargaining unit member participation in lunch break union meetings, Defendant interfered, restrained, or coerced AFSCME members' exercise of their statutorily protected rights to form or assist a labor organization, chilled member efforts to join and

maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

30. By its conduct, Defendant violated Minnesota Statutes section 179A.13 and committed unfair labor practices.

COUNT II

VIOLATION OF MINN. STAT. § 179A.13 (Interfering With Union Access)

31. By reference hereto, Plaintiff incorporates the foregoing paragraphs.

32. Public employers, their agents, and representatives are prohibited from “interfering, restraining, or coercing employees in the exercise of the rights guaranteed” under PELRA. Minn. Stat. § 179A.13, subd. 2 (1).

33. Public employees have the right to meet with their exclusive representative and discuss matters that affect the terms and conditions of their employment. Minn. Stat. §179A.06.

34. By its refusal to schedule a the February, 2017 disciplinary hearing so that the designated union steward could attend, asking if the member in question was refusing to attend said meeting, stating that the member must find a different steward to attend said meeting, and characterization of member and union activities in relation to the meeting as member delay and union refusal to meet, Defendant interfered with AFSCME members’ exercise of their statutorily protected rights to meet with their exclusive representative and discuss matters that affect the terms and conditions of their employment, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

35. By its February, 2017 investigation into AFSCME bargaining unit member participation in lunch break union meetings, Defendant interfered with AFSCME members’ exercise of their statutorily protected rights to meet with their exclusive representative and discuss matters that affect the terms and conditions of their employment, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

36. By its conduct, Defendant violated Minnesota Statutes section 179A.13 and committed unfair labor practices.

COUNT III

VIOLATION OF § 179A.13 (Interfering With Labor Organization)

37. By reference hereto, Plaintiff incorporates the foregoing paragraphs.

38. Public employers are prohibited from “dominating or interfering with the formation, existence, or administration of any employee organization or contributing other support to it.” Minn. Stat. § 179A.13, subd. 2 (2).

39. By its refusal to schedule a the February, 2017 disciplinary hearing so that the designated union steward could attend, asking if the member in question was refusing to attend said meeting, stating that the member must find a different steward to attend said meeting, and characterization of member and union activities in relation to the meeting as member delay and union refusal to meet, Defendant interfered with the formation, existence, or administration of AFSCME, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

40. By its February, 2017 investigation into AFSCME bargaining unit member participation in lunch break union meetings, Defendant interfered with the formation, existence, or administration of AFSCME, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

41. By prohibiting and preventing bargaining unit members from discussing union matters while at work and prohibiting and preventing bargaining unit members from speaking to their union representatives, Defendant interfered with the formation, existence, or administration of AFSCME, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

42. By its conduct, Defendant violated Minnesota Statutes section 179A.13 and committed unfair labor practices.

COUNT IV**VIOLATION OF SETTLEMENT AGREEMENT**

43. By reference hereto, Plaintiff incorporates the foregoing paragraphs.

44. On February 16, 2016, AFSCME filed a lawsuit against Ramsey County, Civil File No. 62-CV-15-7062, alleging unfair labor practices in the Ramsey County Human Services Department. Specifically, AFSCME alleged the following violations of Minnesota Statutes section 179A.13: interfering with employee rights; and, interfering with union access.

45. In June, 2016, AFSCME and Ramsey County executed a settlement agreement in the above-referenced matter. This settlement agreement is incorporated by reference and attached to this complaint as Exhibit A. In the settlement agreement, Ramsey County agreed that it would not: dominate or interfere with the formation, existence, or administration of AFSCME; or, restrain or coerce bargaining unit members in the exercise of rights provided for in PELRA.

46. By its refusal to schedule a the February, 2017 disciplinary hearing so that the designated union steward could attend, asking if the member in question was refusing to attend said meeting, stating that the member must find a different steward to attend said meeting, and characterization of member and union activities in relation to the meeting as member delay and union refusal to meet, Defendant dominated or interfered with the existence or administration of AFSCME, restrained or coerced bargaining unit members in the exercise of rights provided for in PELRA, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME. This action leaves AFSCME no adequate remedy at law.

47. By its February, 2017 investigation into AFSCME bargaining unit member participation in lunch break union meetings, Defendant dominated or interfered with the existence or administration of AFSCME, restrained or coerced bargaining unit members in the exercise of rights provided for in PELRA, chilled member efforts to join and maintain AFSCME, and irreparably harmed AFSCME.

48. By its conduct, Defendant violated the June, 2016 settlement agreement. This action leaves AFSCME no adequate remedy at law.

PRAYER FOR RELIEF

Wherefore, Plaintiff the American Federation of State, County, and Municipal Employees, Council 5 prays for judgment against Defendant Ramsey County and for the following relief:

1. A declaration that Defendant, through conduct alleged in this complaint, has committed unfair labor practices, and violated the June, 2016 settlement agreement.
2. Both temporary and permanent relief restraining Defendant from:
 - A. Dominating or interfering with the formation, existence, or administration of AFSCME in any fashion; including but not limited to conduct alleged in this complaint.
 - B. Interfering, restraining, or coercing AFSCME in the exercise of the following rights guaranteed under PELRA:
 - i. Bargaining unit member rights to form, assist, and join labor organizations; or
 - ii. Bargaining unit member rights to meet with their exclusive representative and discuss matters that affect the terms and conditions of their employment.
3. An order requiring Defendant to comply with the terms of the June, 2016 settlement agreement.
4. Plaintiff's reasonable attorney's fees, costs and disbursements.
5. Such other further and equitable relief as the Court may deem appropriate.

Respectfully submitted,

Dated: April 19, 2017

Gregg M. Corwin & Associate Law Office, P.C.

By: 

Gregg M. Corwin (#19033)

Joshua M. Erspamer (#397972)

1660 S. Highway 100, Suite 500

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ATTORNEYS FOR PLAINTIFF

AFSCME COUNCIL 5

MINN. STAT. § 549.221 ACKNOWLEDGMENT

The party on whose behalf the attached document is served acknowledge through their undersigned counsel that sanctions may be imposed pursuant to Minn. Stat. § 549.221.

Dated: April 19, 2017

Gregg M. Corwin & Associate Law Office, P.C.

By: 

Gregg M. Corwin (#19033)

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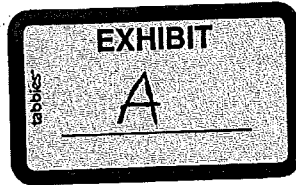
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ATTORNEYS FOR PLAINTIFF

AFSCME COUNCIL 5



SETTLEMENT AGREEMENT
BETWEEN AFSCME COUNCIL NO. 5 AND
RAMSEY COUNTY

WHEREAS, Plaintiff the American Federation of State, County, and Municipal Employees Council No. 5 filed a lawsuit against Defendant Ramsey County, Civil File No. 62-CV-15-7062 (hereafter "the Action") alleging that Defendant had committed unfair labor practices against Plaintiff; and

WHEREAS, Defendant disputes the allegations made by Plaintiff in the Action and alleges that the Plaintiff has violated the Public Employment Relations Act and the parties' collective Bargaining Agreement; and

WHEREAS, Plaintiff disputes the aforementioned allegations made by Defendant; and

WHEREAS, the Action is currently pending in Ramsey County District Court; and

WHEREAS, the Plaintiff and the Defendant (collectively "the Parties"), by this agreement, desire to settle the Action and provide clarification regarding each party's obligations under the Parties' Collective Bargaining Agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Non-Admission.** This agreement shall not in any way be construed as an admission by either Plaintiff or Defendant of any wrongdoing whatsoever.
2. **Dismissal of the Action with Prejudice.** Upon execution of this Agreement, the Parties agree to promptly enter into a Joint Stipulation to Dismiss with Prejudice to dismiss the Action pursuant to Rule 41(a) of the Minnesota Rules of Civil Procedure. Counsel for Plaintiff will provide Counsel for Defendant with a proposed Joint Stipulation. Each party shall bear its own legal costs related to the Action and the negotiation of this Agreement.
3. **Non-Modification of Collective Bargaining Agreement.** Nothing in this agreement shall be construed as, nor was intended to operate as, a modification, change, revision, or amendment to the terms of the Parties' Collective Bargaining Agreements.
4. **Execution of Notice.** Upon execution of this Agreement, the Parties agree to promptly execute the "Notice of Settlement Agreement Approved by Ramsey County & AFSCME Council 5" attached hereto (the "Notice").

- SIGNATURES ON THE FOLLOWING PAGE -

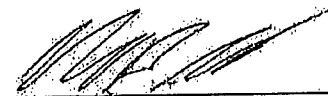
AFSCME Council 5

By: Its: Assistant DirectorDate: June 14, 2016

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By: Robert B. RocheIts: Assistant Ramsey County AttorneyDate: 6-15-16



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